

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED
ORDER UNDER DPAS (15 CFR 700)

RATING

PAGE OF PAGES

1 19

2. CONTRACT NUMBER TOS09022	3. SOLICITATION NUMBER A09034	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 01/21/2009	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY DEPARTMENT OF TREASURY 1500 PENNSYLVANIA AVENUE, NW PROCUREMENT SERVICES DIVISION ATTN: KEVIN YOUEL-PAGE WASHINGTON DC 20220		8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Date) _____ (Hour) _____ (Date) _____ (Time)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME KEVIN YOUEL-PAGE	B. TELEPHONE (NO COLLECT CALLS) AREA CODE _____ NUMBER _____ EXT. _____	C. E-MAIL ADDRESS KEVIN.YOUEL-PAGE@DO.TREAS.GOV
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00	SEC.	DESCRIPTION	PAGE(S)	00	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input type="checkbox"/>	I	CONTRACT CLAUSES	
<input type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input type="checkbox"/>	C	DESCRIPTION/SPEC./WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS	
<input type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

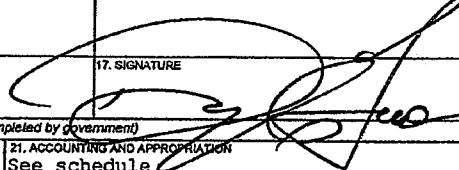
OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

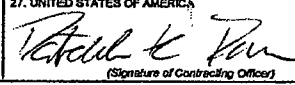
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for errors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR LOCKE LORD BISELL & LIDDELL LLP 401 9TH STREET NW, SUITE 400S WASHINGTON DC 20004	CODE 606938376	FACILITY	15B. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) DOUGLAS P. FAUCETTE PARTNER
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15B. TELEPHONE NUMBER AREA CODE _____ NUMBER _____ EXT. _____	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE 	18. OFFER DATE 2/12/09
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AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$0.00	21. ACCOUNTING AND APPROPRIATION See schedule
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) _____ <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) (2)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) See Schedule G	25. PAYMENT WILL BE MADE BY See Schedule G	CODE TDP PAYMENT
26. NAME OF CONTRACTING OFFICER (Type or print) PATRICK BREEN	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 2/12/09

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusableSTANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
TOS09022

PAGE

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OF

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NAME OF OFFEROR OR CONTRACTOR
LOCKE LORD BISELL & LIDDELL LLP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Subcontracting Plan submitted on February 11, 2009 is incorporated by reference. Delivery: 08/09/2009 Admin Office: DEPARTMENT OF THE TREASURY PROCUREMENT SERVICES DIVISION 1500 PENNSYLVANIA AVE, NW MAIL STOP: 1425 NEW YORK AVE, NW SUITE 2100 WASHINGTON DC 20220 Delivery Location Code: TDP TDP US DEPARTMENT OF THE TREASURY-DEPAR FINANCIAL MANAGEMENT, ATT: MET SQUA 1500 PENNSYLVANIA AVE., NW WASHINGTON DC 20220 US</p> <p>Payment: TDP PAYMENT DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE, NW ATTN: OFM, 6TH FLOOR MET SQUARE WASHINGTON DC 20220</p> <p>Accounting Info: TDP0128SE09XX-2009-610001-TDP1231100-2524-00000000 -XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX FOB: Destination Period of Performance: 02/12/2009 to 08/11/2009</p> <p>Legal Services Obligated Amount: \$0.00</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 20.</p>				

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Section A:

A. CONTRACT

A.1 GENERAL

The Department of the Treasury, Departmental Offices (Headquarters), 1500 Pennsylvania Avenue, NW, Washington, DC, has entered into a contractual agreement with:

Locke Lord Bissell & Liddell, LLP
401 9th Street NW
Suite 400 South
Washington, DC 20004
Phone: 202-220-6900
Fax: 202-220-6945

Locke Lord Bissell & Liddell's proposal dated January 28, 2009 is hereby incorporated by reference into this contract. In addition, Locke's Subcontracting Plan (Exhibit A of the proposal dated February 11, 2009) is hereby incorporated by reference into this contract.

A.2 TYPE OF CONTRACT (FAR 52.216-1)

The Government has awarded an Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

A.3 TERM OF SERVICES:

The period of performance of this IDIQ contract is as follows:

Contract Period: 02/12/2009 – 08/11/2009

END OF SECTION A

SECTION B-SUPPLIES OR SERVICES PRICES

B.1 General:

The minimum dollar value of this contract is \$50,000.00 and the contract ceiling value is \$2,000,000.00.

The Treasury will order work within the scope of this contract on either a Fixed Price or a Labor Hours basis, as specified in individual Task Orders.

B.2 PRICE/COST SCHEDULE

Labor categories and associated hourly rates to be used in the performance and pricing of any task orders issued against this contract shall be the applicable 2008 hourly rates for professionals assigned to the contract discounted by . The maximum hourly rates have been provided for each labor category in the Maximum Labor Rate Table below:

MAXIMUM LABOR RATE TABLE

LABOR CATEGORY	HOURLY RATE
Partner	
Associate	
Of Counsel	
Legal Assistant	

B.3 Travel

- a) Travel expenses shall only be applicable to work performed on a Labor Hours basis. All Firm Fixed Prices shall include travel.
- b) All non - local travel will be reimbursed in accordance with the provisions of the Federal Travel Regulations. The Federal Travel Regulations and current per diem rates can be accessed at: www.gsa.gov with a search on "FTR".
- c) As a general rule, local travel will not be reimbursed under this contract. Examples of local travel which will not be subject to reimbursement are: travel to and from normal job site; supervisory personnel traveling to a Government site or alternative facility to oversee operations. Personnel temporarily working at a Government site or alternative facility will consider such facility his/her normal job site.

SECTION C—DESCRIPTION/SPECIFICATIONS

C.1 SCOPE OF WORK

The Contractor will provide expert legal services in support of Treasury investments in private-sector institutions under the Emergency Economic Stabilization Act of 2008 (EESA). Work under the contract is expected to include the following tasks:

- Task 1 - Subchapter S Investment Structure/Documentation. The Contractor will assist Treasury in developing the form, structure, terms and conditions, and documentation for Treasury investments in entities that are taxed under Chapter 1, Subchapter S of the Internal Revenue Code. Such Treasury investments may include co-investment accompanying private sector investment, Government investment without private sector investment, purchases of assets or debt instruments and other direct investments. The draft investment documentation shall conform with all terms, conditions, and requirements of the Act, regulations, Treasury policy, and best practices, and shall be acceptable to Treasury in all other respects.
- Task 2 – Transaction Closing Legal Services. The Contractor will handle closings of EESA investment transactions where existing counsel under Treasury’s Capital Purchase Program (CPP) are unable to perform due to conflicts of interest. The Contractor also may be tasked to handle closings of transactions for which it has created documentation. In all such transactions, the Contractor will be responsible for (1) conducting any due diligence required for the transaction, (2) customizing form agreements to document the transaction, (3) reviewing executed agreements for legal sufficiency and completeness; (4) identifying insufficiencies or legal issues that require action before the transactions can be closed; (5) notifying and working with the institution and Treasury in resolving those issues; (6) conducting the closing of the transaction, and (7) handling any post-closing matters associated with transactions under the program.
- Other Tasks. Treasury may also issue other task orders within the general scope of this contract. The specific services to be performed by the Contractor will be defined in individual task orders.

Information Common to all Task Areas

All deliverables must comply with all applicable laws and regulations. Without limiting the generality of the foregoing, all deliverables hereunder shall fully comply with the all of the terms, conditions, and requirements of: the EESA; any applicable regulations; Treasury policy; and, best practices.

Treasury may publicly post transaction documentation on the Internet so potential participants will have a better understanding of the transaction process prior to submitting

applications. Although Treasury is not formally soliciting public comments through a formal notice and comment procedure, Treasury may receive comments from the public. Treasury may seek the Contractor's expertise and guidance in formulating responses to comments, or to make revisions to the documentation in response to comments.

Contract Level Deliverables:

1. Weekly Contract Status Report. The contractor shall report each week the status as of the end of the previous week:

- a) Hours and dollars spent, including cumulative totals of each and a forecast of future costs through the next month and total cost at completion;
- b) Current contractor personnel engaged and 2008 hourly rates (regular and discounted by);
- c) a brief biography for each attorney for which no biography has been previously provided;
- d) Any contract issues;
- e) Weekly accomplishments

All other future deliverables will be in accordance with the scope of work and objectives identified above and will be identified in any resulting task orders issued against the IDIQ contract.

SECTION D—PACKAGING AND MARKING [reserved]

SECTION E – INSPECTION AND ACCEPTANCE

E.1. Inspection and Acceptance Criteria

a. Final inspection and acceptance of all work, performance, reports and other deliverables under this contract shall be performed at the location specified in individual task orders. Each order will also designate the individual responsible for inspection and acceptance.

b. The basis for acceptance shall be in compliance with the requirements set forth in the orders; and other terms and conditions of the contract. Deliverable items rejected under resulting task shall be corrected in accordance with the applicable clauses.

E.2 The following clauses are incorporated by reference:

52.246-4 Inspection of Services – Fixed Price (Aug 1996)

SECTION F—PERFORMANCE

F.1. Term of Contract

The total term of contract is six months.

F.2 PLACE OF PERFORMANCE

The Contractor shall perform all work under this contract at the Contractor's offices unless otherwise specified by the COTR and Contracting Officer, and agreed to by the contractor.

SECTION G—CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer designated for this contract is:

Contracting Officer:
Patrick Breen
U.S. Treasury Department
Departmental Offices, Procurement Services Division
1500 Pennsylvania Avenue, NW
(Mail Stop: 1425 New York Avenue, 2 nd Floor)
Washington, DC 20220
Email: Patrick.Breen@do.treas.gov
Phone: 202-622-0651 Fax: 202-622-2343

The Contractor's final revised proposal dated January 28, 2009 is hereby be incorporated into this contract.

G.2 Key Personnel

The Contractor shall list below the name(s) of the person(s) who will be assigned the responsibility for success of the work product(s). The individual(s) named shall be recommended by the Contractor in its proposal and subject to discussions and agreement by the Government prior to award. These individual(s) shall be in responsible positions so as to allocate and control personnel. The below listed individual(s) are designated as "Key Personnel":

ATTORNEY (First, Middle, Last)	POSITION
Douglas P. Faucette	Partner
John Bruno	Partner

G.3 Contents of Task Orders

Government awarded Task Orders (TO) will include the following (as applicable):

- a) Contract and Task Order Number;
- b) Identify Responsible DO Organization for the TO and TO Point of Contact, email address and phone number;
- c) Identify Government officials (e.g., cognizant CO and TO COTR) contact information;
- d) Total TO Price (and identify funding by increment or fully funded);
- e) Obligated funding amount(s) and applicable Accounting Codes(s);
- f) TO resources table (including labor categories, fully loaded labor rates, number of labor hours, and total labor cost);
- g) Period of performance;
- h) Place of Performance;
- i) Performance Work Statement (PWS) or Statement of Work (SOW) with deliverables;
- j) Applicable performance and performance metrics detail;
- k) Special Requirements/Relevant Information (e.g., waivers);
- l) Government - furnished Property, if any, to be furnished to the contractor;
- m) TO work schedule as applicable;
- n) Key/essential TO personnel; and Payment Office information.

SECTION H—SPECIAL CONTRACT REQUIREMENTS

H.1 CONFIDENTIALITY

The Contractor recognizes that, in performing this contract, the Contractor may obtain access to non-public information that is confidential or proprietary in nature. Except as permitted by the contract, the Contractor agrees that it, its employees, its subcontractors, and its subcontract employees will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance of this agreement for any purpose other than to perform work under the contract without first receiving written permission from the Contracting Officer. The Contractor shall secure information received from or prepared or gathered for the Treasury Department under this contract in a secure location with access limited to only those personnel with a “need to know.” Notwithstanding any other language contained herein, the Contractor shall comply with 31 CFR § 31.217.

H.2 KEY PERSONNEL

During the contract performance period, any substitution or replacement of key personnel must be proposed and authorized by the Contracting Officer.

H.3 COOPERATION WITH OTHER ORGANIZATIONS

The Contractor agrees to cooperate with representatives of other contractors, Federal Reserve Banks, Federal agencies, governmental entities, and other organizations when the Treasury determines it to be in the best interest of the Government.

H.4 LABOR RATES

Labor provided under this contract and its task orders shall use the labor rates and categories provided in Contractor's proposal as described above. Labor rates may not exceed those set forth in the Maximum Labor Rate Table.

H.5 CONFLICTS OF INTEREST

(a) Treasury HAS NOT WAIVED any potential conflicts of interest as defined by Rules 1.7—1.11 of the ABA's Model Rules of Professional Conduct, the Federal Acquisition Regulation (FAR), or 31 CFR Part 31. Further, Contractor agrees that its future attorney-client relationship with Treasury will be governed by the FAR, 31 CFR Part 31, and any other conflict of interest policies and procedures that may be issued by the Secretary of Treasury pursuant to Section 108(b) of the Emergency Economic Stabilization Act of 2008.

(b) Prior to each assignment of a new legal matter, the Contractor shall prepare a detailed written explanation of all actual conflicts, potential conflicts, or matters that may present the appearance of conflict under the ABA's Model Rules, the FAR, or 31 CFR Part 31, and shall provide a detailed written plan explaining any and all steps the Contractor will undertake to prevent such conflicts from harming Treasury's interests. The Contractor's disclosure submission shall include the information specified in 31 CFR § 31.211(b)(1) – (b)(6). Only after receiving this information will Treasury determine whether the Contractor should represent Treasury in that specific legal matter.

(c) Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with 31 CFR Part 31 or Treasury conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to: (1) refusal to waive a conflict; (2) termination of this contract for default; (3) debarment of the contractor from federal contracting; (4) referral to the appropriate state licensing authorities; and, in appropriate cases, (5) civil or criminal actions.

(d) It is solely within the discretion of the Treasury Department to determine whether or not a conflict of interest exists. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred pursuant to the corrective actions listed above, the Contractor is expected to follow Treasury Department policies and procedures and to cooperate fully in the orderly transfer of such matters.

(e) In addition to any other restrictions, the Contractor shall agree not to represent any parties against the United States in any matter that is the subject of a task order during the term of the contract and after the end of the contract. In addition, the Contractor shall agree not to represent any other parties regarding a specific matter that is the subject of a task order during the term of the contract. Further, the Contractor shall enter and enforce agreements with all attorneys assigned to work under this contract prohibiting such attorneys from representing any other party regarding a specific matter that is the subject of a task order under this contract during the term of the contract and for six months thereafter.

(f) In addition to complying with 31 CFR Part 31 and any other applicable restrictions, the Contractor shall agree: (1) not to review capital purchase documentation of clients that the Contractor currently represents; (2) not to represent any institution whose capital purchase documentation the Contractor reviews for the duration of the period that Treasury holds an interest in that institution under the Capital Purchase Program; (3) not to represent any parties in a claim against the United States with respect to the Capital Purchase Program during or following the term of the contract; (4) to have all attorneys assigned to work under this agreement receive conflicts training in consultation with the EESA Compliance Office; and (5) to have all attorneys assigned to work under this contract enter into agreements at the inception of the contract prohibiting such attorneys from reviewing capital purchase documentation of an institution in which the attorneys, their spouses, their minor children, or their other family members with whom the attorney has a close personal relationship, have a personal, business, or financial interest. Such agreements with individual reviewing attorneys shall also require the attorneys to disclose prior to beginning work under the contract their personal, business, and financial relationships, as well as those of his or her spouse, minor children, and other family members with whom the individual has a close personal relationship that would cause a reasonable person with knowledge of the relevant facts to question (i) the individual's ability to perform under this contract, (ii) his or her objectivity or judgment in such performance, or (iii) his or her ability to represent the interests of the Treasury. Items (4) and (5) above shall apply to attorneys, and also to any paralegals who would perform significant work under a task order.

(g) Prior to beginning work on each assignment of a new legal matter, the Contractor shall review the submissions required by 31 CFR § 31.212 and section (f)(5) of this clause for personal conflicts of interest, and certify in writing to Treasury that all such individuals have no personal conflicts of interest, or are subject to a mitigation plan or waiver approved by Treasury. In making this determination, the Contractor may rely on the information obtained pursuant to 31 CFR § 31.212(b) and section (f)(5) of this clause, unless the Contractor knows or should have known that the information provided is false or inaccurate.

(h) The Contractor shall include this clause in all subcontracts, consultant agreements, and lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.

H.6 PUBLICITY REQUIREMENTS

The Contractor agrees to submit within 24 hours of contract or task order award a .pdf file of the fully executed contract or order with all proprietary information redacted for the purposes of having the redacted contract made public at the sole discretion of the Department of the Treasury. The Contractor shall supply the point of contact to work directly with the Public Affairs office of the Department of the Treasury.

H.7 CCR REGISTRATION AND ONLINE REPRESENTATIONS AND CERTIFICATION (ORCA) REQUIREMENTS

The Contractor agrees to submit within two weeks of contract award evidence of registration in CCR that is current, applicable and complete, including online annual representations and certifications via www.ORCA.bpn.gov. As a term and conditions of award of this contract, the Contractor agrees that if such requirements are not met, by the due date established above, or if the completed representations and certifications are not satisfactory, as determined by the Department Treasury in their sole discretion, the Department Treasury reserves the right to terminate this Contract for default.

PART II –CONTRACT CLAUSES

SECTION I—CONTRACT CLAUSES

I.1 Clauses Incorporated By Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text may be accessed electronically at this Internet address: <http://www.acquisition.gov/far/>

Clause No.	Title and Date
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)
52.204-9	Personal Identity Verification of Contractor Personnel (SEP 2007)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.215-2	Audit and Records—Negotiation (JUN 1999)
52.215-8	Order of Precedence -- Uniform Contract Format (OCT 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.216-7	Allowable Cost and Payment (DEC 2002) Fill-in: 30th
52.216-18	Ordering (OCT 1995) Fill-in: "date of contract award" to "8/11/2009"
52.216-22	Indefinite Quantity (OCT 1995) Fill-in: contract expiration date plus 6 months.

52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements—Non-commercial Item Acquisition With Adequate Price competition (FEB 2007)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Business Subcontracting Plan (APR 2008)
52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
52.222-50	Combating Trafficking in Persons (AUG 2007)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-17	Rights in Data – Special Works (DEC 2007)
52.228-7	Insurance—Liability to Third Persons (MAR 1996)
52.232-1	Payments (APR 1984)
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (FEB 2007) Fill-in: 30th
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-17	Interest (JUN 1996)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003)

52.232-33	Payment by Electronic Funds Transfer – Central Contract Registration (OCT 2003)
52.233-1	Disputes (JUL 2002) – Alternate I (DEC 1991)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes – Fixed Price (AUG 1997)
52.243-3	Changes—Time-and-Materials or Labor-Hours (Sept 2000)
52.244-2	Subcontracts (June 2007)
52.245-1	Government Property (JUN 2007) Alternate I (JUN 2007)
52.245-9	Use and Charges (JUNE 2007)
52.246-20	Warranty of Services (MAY 2001) Fill-in: within 30 days from the date of acceptance by the Government
52.246-25	Limitation of Liability-Services (FEB 1997)
52.247-63	Preference for U.S.-Flag Air Carriers (JUN 2003)
52.248-1	Value Engineering (FEB 2000)
52.249-2	Termination for Convenience of the Government (Fixed Price) (MAY 2004)
52.249-6	Termination (Cost-Reimbursement) (May 2004) Alternate IV (Sept 1996).
52.249-8	Default (Fixed Price Supply and Service) (APR 1984)
52.249-14	Excusable Delays (Apr 1984)

I.2 Order Limitations (FAR 52.216-19) (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$2,000,000;
- (2) Any order for a combination of items in excess of \$2,000,000; or
- (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not

required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.3 Option to Extend Services (FAR 52.217-8).

As prescribed in 17.208(f), insert a clause substantially the same as the following:

OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within _30 days of the contract expiration.

(End of clause)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

**SECTION J: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
[RESERVED]**

PART IV—REPRESENTATIONS AND CERTIFICATIONS

**SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF BIDDERS**

K.1 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.2 52.204-8 Annual Representations and Certifications (Jan 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541110 "Offices of Lawyers"

(2) The small business size standard is below \$7 million in average annual revenue.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

END OF SECTION K